



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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November 18, 2004

IN REPLY PLEASE

REFER TO FILE: **PD-5**

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**ACTON-AGUA DULCE SHUTTLE SERVICE
PROPOSITION A LOCAL RETURN TRANSIT PROGRAM
SUPERVISORIAL DISTRICT 5
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve amending Contract No. 001311 with Santa Clarita Valley Committee on Aging Corporation for the Acton-Agua Dulce Shuttle Service for operation and management of transit services on a month-to-month basis, not to exceed nine months beginning January 3, 2005, while Public Works completes the solicitation process for a new operator.
2. Authorize Public Works to encumber a monthly amount of up to \$5,000 from the Fifth Supervisorial District's allocation of Proposition A Local Return Transit funds, available in the Transit Enterprise Fund, to finance the cost of this shuttle service.
3. Delegate authority to the Interim Director of Public Works to execute the enclosed Amendment No. 1 after County Counsel has approved it as to form.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On December 10, 2002, your Board authorized Public Works to negotiate a contract with Santa Clarita Valley Committee on Aging Corporation for the operation and management of the Acton-Agua Dulce and Gorman Pilot Shuttle Service to provide fixed-route and paratransit shuttle services to patrons of the unincorporated areas of Acton, Agua Dulce, and Gorman. The existing contract, which was renewed on June 29, 2004, with Santa Clarita Valley Committee on Aging Corporation expires December 31, 2004.

The pilot shuttle service assessed the need for permanent, public transit services in these communities to the Santa Clarita Valley. The Acton-Agua Dulce Shuttle Service has demonstrated sufficient ridership to become a regular service. The purpose of this action is to continue the Acton-Agua Dulce Shuttle Service on a month-to-month basis, not to exceed nine months, starting January 1, 2005, to complete the solicitation process to secure a contractor for the service.

Implementation of Strategic Plan Goals

This action is consistent with the County's Strategic Plan Goals of Organizational Effectiveness and Community Services. This amendment will continue to utilize the existing contractor's expertise to effectively provide this transit service in a timely and responsive manner and improve the quality of life in the County.

FISCAL IMPACT/FINANCING

The cost for the Acton-Agua Dulce Shuttle Service is estimated to be \$5,000 per month. Funds are available in the Fifth Supervisorial District's 2004-05 allocation of Proposition A Local Return Transit Enterprise Fund, administered by Public Works. There will be no impact to the County's General Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Prior to execution by the Director of Public Works, the enclosed contract will be properly signed by the contractor and approved as to form by County Counsel.

The amendments will continue the contract's current terms, requirements, specifications, and conditions. The contract will be amended to include County Policy on Safely Surrendered Baby Law.

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ENVIRONMENTAL DOCUMENTATION

This discretionary project is statutorily exempt from California Environmental Quality Act pursuant to Public Resources Code Section 21080(b)(10) as passenger transportation projects on existing highways.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The extension of this contract will not affect County personnel.

CONCLUSION

Upon approval, please return three copies of this letter to Public Works.

Respectfully submitted,

DONALD L. WOLFE
Interim Director of Public Works

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C050657
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Enc.

cc: Chief Administrative Office
County Counsel

FIRST AMENDMENT TO
CONTRACT NO. 001311

This FIRST AMENDMENT to CONTRACT NO. 001311 is made and entered into by and between the COUNTY OF LOS ANGELES, hereinafter referred to as "COUNTY," and the Santa Clarita Valley Committee on Aging Corporation, hereinafter referred to as "CONTRACTOR":

W I T N E S S E T H

WHEREAS, on December 27, 2002, COUNTY and CONTRACTOR entered into CONTRACT NO. 001311 to provide fixed-route and paratransit shuttle services in the COUNTY unincorporated areas of Gorman and Acton-Agua Dulce, known as Gorman and Acton-Agua Dulce Shuttle Service, hereinafter referred to as "SERVICE"; and

WHEREAS, CONTRACT expires on December 31, 2004; and

WHEREAS, COUNTY intends to continue the operation of the Acton-Agua Dulce Shuttle as a regularly ongoing fixed-route and paratransit shuttle service; and

WHEREAS, COUNTY and CONTRACTOR agree that it is in the public interest to provide "SERVICE"; and

WHEREAS, COUNTY and CONTRACTOR mutually desire to exercise the extension on a month-to-month basis, not to exceed nine (9) months, for the Acton-Agua Dulce Shuttle beginning January 3, 2005, while COUNTY completes the solicitation process to secure a contractor for the service.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by COUNTY and CONTRACTOR and of the promise herein contained, it is hereby agreed as follows:

A. Amend Section 2 on page 1 to read:

2. TERM OF CONTRACT

The original term of this CONTRACT was from January 2, 2003, through December 31, 2003. After the initial one (1)-year pilot program period, CONTRACT may be extended on a month-to-month basis up to twelve (12) months. The FIRST AMENDMENT will extend the term of the CONTRACT on a month-to-month basis, not to exceed nine months, beginning January 3, 2005. COUNTY, acting through the COUNTY'S Interim Director of Public Works (DIRECTOR), will give a written notice of intent to extend the term at least thirty (30) days prior to the end of each term. This

CONTRACT may be canceled or terminated at any time by COUNTY without cause upon the giving of at least thirty (30) days' written notice to CONTRACTOR.

B. Amend Section 4 on page 2 to read:

4. SERVICE DEFINITION

SERVICE definition shall be as specified in Appendix A.

There are no services for the Acton-Agua Dulce Shuttle Service on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

In 2005, New Year's Day occurs on a Saturday. SERVICE shall operate on a normal schedule the following Monday.

C. Amend Section 8 on page 12 to read:

1. Rates

COUNTY shall pay CONTRACTOR on a monthly basis an amount equal to the sum of (a) the number of vehicle revenue hours provided with VEHICLES times Forty-five and 00/100 Dollars (\$45.00) per hour, hereinafter referred to as "VEHICLE RATE;" less (b) any and all liquidated damages imposed pursuant to Section 14 C of this CONTRACT. A "Vehicle Revenue Hour" is defined as the actual hours of service starting from the point of first pickup to the last drop off, based on hours, determined by COUNTY, needed to provide SERVICE described in Appendix A.

Unless otherwise provided for in this CONTRACT, the VEHICLE RATE, above, shall cover all costs of SERVICE provided by CONTRACTOR pursuant to this CONTRACT.

D. Amend Section 8 on page 12 to read:

Maximum Obligation

COUNTY'S maximum obligation under this CONTRACT is Two Hundred Thousand and 00/100 Dollars (\$200,000.00) or such greater sum as the Board may approve. COUNTY'S obligation under this CONTRACT is subject to availability of funds in its Fiscal Year 2004-05 and Fiscal Year 2005-06 budgets.

- [illegible]

CONTRACTOR shall notify and provide its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Appendix B and is also available on the Internet at www.babysafela.org for printing purposes.

- ## COUNTY POLICY ON SAFELY SURRENDERED BABY LAW

CONTRACTOR acknowledges that COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. CONTRACTOR understands that it is COUNTY'S policy to encourage all County contractors to voluntarily post COUNTY'S "Safely Surrendered Baby Law" poster in a prominent position at CONTRACTOR'S place of business. The CONTRACTOR will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. COUNTY'S Department of Children and Family Services will supply CONTRACTOR with the poster to be used.

- G. Except as herein amended, CONTRACT NO. 001311, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this FIRST AMENDMENT to be executed by their respective officers, duly authorized, by the Santa Clarita Valley Committee on Aging Corporation on _____, 2004, and by the COUNTY OF LOS ANGELES on _____, 2004.

COUNTY OF LOS ANGELES

By _____
Interim Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

SANTA CLARITA VALLEY COMMITTEE ON AGING
CORPORATION

By _____
President

By _____
Secretary

ALL SIGNATURES MUST BE
WITNESSED BY NOTARY
(Attach appropriate jurats)